

IMPORTANT NOTICE DATED: 29 DECEMBER 2023**NOTICE OF REVISION TO RATE PROTECTION GUARANTEE TERMS AND CONDITIONS**

Dear Valued Customers,

We wish to inform you that there will be a revision to our Rate Protection Guarantee Terms and Conditions which will take effect on **19 January 2024**.

For ease of reference, the main amendments/new clauses are set out in the table below:

New Clause(s)
<p>6. DISCLOSURE OF INFORMATION</p> <p>6.1. You hereby agree, consent to and authorize CIMB to disclose any information relating to you, your affairs and/or any accounts maintained by you with CIMB to:</p> <p>6.1.1 its agents, service providers, auditors, legal counsel and/or professional advisors in or outside Malaysia;</p> <p>6.1.2 the entities within the corporate group of CIMB Group Holdings Berhad, CIMB's ultimate holding company ("Group Companies") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia;</p> <p>for facilitating the business, operations, provision of RPG service, the financial product/facilities and performance of the contract, services of or granted or provided by CIMB and/or the Group Companies to their customers, as well as to:</p> <p>6.1.3 any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom CIMB is required to make disclosures or have jurisdiction over CIMB whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement or for the purposes of litigation or potential litigation involving CIMB as and when required or requested to do so from time to time and at any time;</p> <p>6.1.4 any company and/or organisation that assist or facilitate the processing and/or fulfillment of transactions or instructions that you have requested and/or given to CIMB;</p> <p>6.1.5 any potential transferee or assignee with whom CIMB is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to RPG service;</p> <p>6.1.6 any of its subsidiaries, affiliates, business partners and/or any other persons to the extent necessary to complete, verify or restrict a transaction or instruction;</p> <p>6.1.7 a third party such as a credit bureau or merchant to verify the existence and condition of your account(s) or transactions; and</p>

- 6.1.8 such third parties and for the purpose(s) as identified in the CIMB Group Privacy Notice under the heading of 'Disclosure of Your Personal Information' and 'How We Use Your Personal Information' respectively.

You agree that the consent given above cannot be withdrawn where such disclosure of your information is necessary for the provision of RPG service and/or related services or the performance of the contract with you to comply with contractual requirements or to comply with any legal requirements.

- 6.2. Disclosure by CIMB to Group Companies (within Malaysia) may also be for cross selling purposes of CIMB and/or the Group Companies provided always that **disclosure for cross selling purposes shall not be effected if such disclosure is objected by you**

CIMB may also disclose your information such as name and contact details (excluding your affairs or account) to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes if your consent has been obtained.

However, you may at any time revoke or withdraw the above mentioned consent to disclosure of information by CIMB to Group Companies (within Malaysia) and to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes by contacting CIMB at the following telephone number or address (which may be changed by CIMB from time to time by notice to you): Customer Resolution Unit (CRU). P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Tel:+603 6204 7788 / e-mail: cru@cimb.com

- 6.3. You authorize CIMB to procure any information from any person, organization, authority, company, corporate or unincorporated body or any other entity as CIMB may in good faith deem fit in connection with RPG service and/or the transaction and authorizes the disclosure by such person of any information required by CIMB

7.0. PRIVACY CLAUSE (FOR NATURAL PERSONS)

Where the customers are individuals (including but not limited to sole proprietor, partnerships, registered businesses and associations) this Clause 7 shall apply

- 7.1 You hereby confirm that you have read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at www.cimbbank.com.my) and the clauses herein, as may relate to the processing of your personal information. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.
- 7.2 In the event you provide personal and financial information relating to third parties, including information relating to you next-of-kin and dependents, for the purpose of opening or operating your account(s)/ facility(ies) with CIMB or otherwise subscribing to CIMB's products and services, you (a) confirm that you have obtained their consent or are otherwise entitled to provide this information to CIMB and for CIMB to use it in accordance with these Terms and Conditions; (b) agrees to ensure that the personal and financial information of the said third parties is accurate; (c) agrees to update CIMB in writing if there is any material change to the said personal and financial information; and (d) agrees to CIMB's right to

terminate the Pick & Pack Service should such consent be withdrawn by any of the said third parties.

- 7.3 CIMB may at any time and from time to time now and/ or in the future carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies, including but not limited to CTOS and/ or any other agencies and/or from any financial institution to enable CIMB to ascertain your status as may be required to help make decisions, for example when CIMB needs to (a) check details on applications for RPG service; (b) manage RPG service with you, including conducting reviews of your portfolio(s); (c) and/ or any purpose related to or in connection with the services under these Terms and Conditions. You will be linked by credit reporting/ reference agencies to any other names you use or have used, and any joint and several applicants. CIMB may also share information about you and how you manage your account(s)/ facility(ies) with relevant credit reporting/ reference agencies, and for any of these credit reporting/ reference agencies to disclose your credit information to its subscribers for purposes of fraud detection and fraud prevention.
- 7.4 Even after you have provided CIMB with any information, you will have the option to withdraw the consent given earlier, except where such disclosure of your information is necessary for the provision of RPG service and/or related services or the performance of the contract with you to comply with contractual requirements or to comply with any legal requirements.
- 7.5 For the purposes of this Clause 6 and Clause 7, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "CIMB" and "CIMB's" are to be read as references to the CIMB Group.
- 7.6 This clause shall be without prejudice to any other terms which provides for the disclosure of information.

The revised Terms & Conditions may be accessed at www.cimb.com.my.

Should you have any queries, please refer to any of our CIMB Bank branch or call our Consumer Contact Centre at **03 6204 7788**.

Thank you.

The Management
CIMB Bank Berhad